THE HON'BLE SRI JUSTICE L.NARASIMHA REDDY

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WRIT PETITION No.20319 OF 2005

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Dt: 028.09.2005

Between:

M/s Sri Anjaneya Social Service Society,

Regd. No.128/2002 rep. by its President,

Kommineni Buchaiah, S/o.Pedda Narsaiah,

R/o.Harichandrapuram Village,

Tullur Mandal, Guntur District.

.. Petitioner

AND

The Commissioner,

A.P. Vaidya Vidhana Parishad,

Sulthan Bazar, Koti, Hyderabad

and others.

.. Respondents

ORDER:

The 2nd respondent issued a tender notice inviting tenders for awarding the contract of sanitation service for the Community Health Centre. Petitioner responded to the same and was awarded the contract for a period of six months, from 01.01.2005 to 30.06.2005. Necessary proceedings were issued on 29.01.2005, fixing the remuneration at Rs.18,000/- per month. The petitioner was paid the sanitation charges for the months of January and February 2005 at the rate of Rs.18,000/- per month. However, no charges were paid for the subsequent four months. When the petitioner repeatedly demanded the payment of the same, the 2nd respondent issued proceedings, dated 08.08.2005, stating that the Hospital Development Committee decided to approve the claim of the petitioner only at Rs.9,990/- per month as against Rs.18,000/- per month and the petitioner is required to submit bills for that amount for a period of four months. Petitioner challenges the said proceedings.

The writ petition came up for admission on 15.09.2005. Learned standing counsel was granted time to obtain instructions in this matter. Today, he has placed before this Court a copy of the Resolution, dated 22.06.2005, passed by the Hospital Development Committee. On the strength of the same, he submits that the petitioner was not entitled to be paid over and above Rs.9,990/- per month.

Heard the learned counsel for the petitioner and the learned standing counsel for the respondents.

It is a matter of record that the petitioner was awarded the sanitation contract for a period of six months. The remuneration was stipulated at Rs.18,000/- per month. The petitioner was selected through the process of tendering. It was also paid the charges at the rate of Rs.18,000/- per month for January and February 2005.

The respondents do not state that any proceedings were initiated against the petitioner alleging unsatisfactory performance or service on the part of the petitioner. On the other hand, the petitioner has placed before this Court the certificates issued by the 2nd respondent himself for the months of March, April, May and June, 2005, stating that the services rendered by the petitioner are satisfactory and claimed the bill at the rate of Rs.18,000/- per month. In that view of the matter, the Resolution of the Hospital Development Committee, reducing the charges from Rs.18,000/- to Rs.9,990/-, is absolutely without any basis.

Even where any defect is found in the services of the petitioner, the respondents were under obligation to point out the same when the contract is in force. The reduction of the charges could have been undertaken only after putting the petitioner on notice and after hearing him. Unilateral reduction, that too at the fag end of the contract cannot be sustained in law. Except making a vague allegation that the services were not satisfactory, the nature of defect, such as, engagement of

the number of persons, misuse of material, are not at all pointed out.

In that view of the matter, the writ petition is allowed. The respondents are directed to pay the charges to the petitioner at the rate of Rs.18,000/- per month for the months of March, April, May and June, 2005, within a period of four weeks from the date of receipt of a copy of this order. The petitioner shall be entitled to present the same bills that were returned to him. There shall be no order as to costs.

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L.NARASIMHA REDDY,J

Date:28.09.2005

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